

#383

BRA: ABC
rec'd. 6/25/97

SETTLEMENT AGREEMENT REGARDING APPLICATION FOR
LIQUOR LICENSE RENEWAL BY S&S LIQUORS
BEFORE THE ALCOHOL BEVERAGE CONTROL BOARD
(APPLICATION NO. 383 -- 1997)

This Settlement Agreement ("Agreement") is entered into between (i) BBJ, Inc., the sole owner and operator of S&S Liquors, located at 6925 Fourth Street, N.W., Washington, D.C. ("S&S Liquors"), which is the holder of Class A Liquor License No. 000383 ("License") issued by the Alcohol Beverage Control Board ("ABC Board"), and (ii) the undersigned residents and community organizations located in the Takoma neighborhood of the District of Columbia (collectively, the "Takoma Neighbors"). S&S Liquors and the Takoma Neighbors agree that the undersigned have standing and are competent to enter into this Agreement.

In exchange for the Takoma Neighbors' withdrawal of their protest against S&S Liquors' application for renewal of its License, S&S Liquors agrees to the terms and conditions, set forth below, for granting its License renewal application. The parties jointly request and agree that the ABC Board grant the License renewal conditioned upon S&S Liquors' compliance with the following terms of this agreement, which the parties jointly request and agree the ABC Board shall incorporate into its order:

- (1) S&S Liquors, including its employees, shall keep the area around the store clean and free of litter at all times. As indicated in Attachment A to this Agreement (which is incorporated into this Agreement), this includes the parking lots, sidewalks, dumpster areas, and all other areas on or adjoining the property at 6925 Fourth Street, N.W., from the building out to Fourth Street, Blair Road, Cedar Street, and the Metro Rail line.
- (2) S&S Liquors, within 30 days of the ABC Board's order, shall remove graffiti now present on the building at 6925 Fourth Street and shall promptly remove any future graffiti.
- (3) In cooperation with the Takoma Neighbors, S&S Liquors shall use its best efforts to arrange a meeting with the owner of the property at 6925 Fourth Street, N.W., within 30 days of the ABC Board's order, to request that the owner erect a fence or otherwise block public access to the area behind the store in order to abate the public drinking of alcoholic beverages and public urination that now frequently occurs in that area.
- (4) S&S Liquors shall post prominent signs that say "No Loitering, Trespassers May Be Prosecuted" on all four exterior sides of the building at 6925 Fourth Street, N.W. Each letter on the signs shall be at least four inches in height.
- (5) S&S Liquors, including its employees, shall take all possible steps to discourage loitering on the outside premises of the property at 6925 Fourth Street, N.W., including notifying the police if anyone is loitering and refuses to leave the outside premises. For purposes of this Agreement, loitering means standing or sitting on the outside premises.
- (6) S&S Liquors shall discontinue all sales of single cans or bottles of beer, malt liquor, and wine coolers of less than 20 ounces in size, and shall not sell cups of any kind, including those made of paper, plastic, or styrofoam.
- (7) S&S Liquors shall sell single cans or bottles of beer, malt liquor, or wine coolers of 20 ounces or larger only in paper bags that are clearly marked with a black line on the bag. The black line shall be at least four inches in length, will be placed in the middle of the bag, and will be made with an indelible or permanent marking pen. The parties agree that this will help identify persons who drink in public.

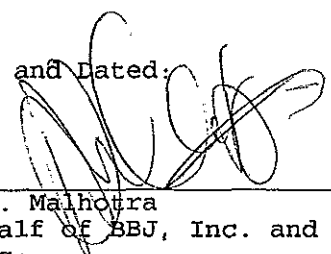
- (8) In recognition of the fact that the drinking of alcoholic beverages in public places is prohibited under the D.C. Code (Section 25-128), the parties agree that they should work together to deter and prevent public drinking within the vicinity of S&S Liquors. For purposes of this provision, "Reporters" mean (i) the owners or employees of S&S Liquors, (ii) officers of the District of Columbia Metropolitan Police Department, (iii) signatories to this Agreement, and (iv) members of the Takoma Orange Hat Patrol.
- (a) S&S Liquors, including its employees, shall refuse to sell alcohol to persons who have been observed drinking alcohol in public within sight of the store (including but not limited to the small park across Blair Road from the store) by any Reporter. To execute this provision, any Reporter may provide a name, written description, or otherwise identify a person he or she has observed drinking alcohol (including drinking unknown contents from a paper bag) in public within sight of the store to an employee of S&S Liquors.
- (b) If an S&S Liquor employee observes any person drinking alcohol in public (including drinking unknown contents from a paper bag), the employee shall promptly report that person to the police and request that the police respond to the call and remove such person from the public space.
- (9) S&S Liquors, including its employees, shall refuse to sell alcohol to any person who appears to be intoxicated.

The parties agree that each provision of this Agreement shall constitute a material term and condition of the License and that the Agreement shall be enforceable before the ABC Board or any other appropriate government agency or court.

This Agreement shall take effect upon the ABC Board's approval of S&S Liquors' application for renewal, and shall remain in effect for, and be included as material terms and conditions of, any and all future license renewals.

The provisions of this Agreement are severable, and if any provision of this Agreement is deemed void or invalid by the ABC Board or any other authority of the District of Columbia, or if the ABC Board determines not to incorporate any provision of this Agreement into its order, all other provisions shall remain valid, binding, and in effect.

Signed and Dated:

 6-23-97
Ajay K. Malhotra
on behalf of BBJ, Inc. and S&S Liquors
Address:

6925 Fourth St., N.W.
Washington, D.C. 20012

By signing above, I affirm and certify that I am an owner and President of BBJ, Inc., the owner and operator of S&S Liquors, and that I have full authority to enter into this Agreement on behalf of BBJ, Inc. and S&S Liquors.

Signed and Dated:

The Takoma Neighbors --

David Nicholson 6/23/97
David Nicholson
317 Aspen Street, N.W.
Washington, D.C.
Takoma Orange Hat Patrol

Rosemary Harold 6/24/97
Rosemary Harold
406 Cedar St., N.W.
Washington, D.C.
ANC Commissioner, 4B-02

Kathy Brinkman 6/23/97
Kathy Brinkman
425 Whittier Street, N.W.
Washington, D.C.
Takoma Neighborhood Watch

Elizabeth H. MacGregor 6/24/97
Elizabeth MacGregor
6918 5th Street, N.W.
Washington, D.C.

Jodine Bloom 6/23/97
Jodine Bloom
405 Aspen Street, N.W.
Washington, D.C.
Takoma Orange Hat Patrol

Christopher Gilkerson 6/23/97
Christopher Gilkerson
6615 5th Street, N.W.
Washington, D.C.

Rosemary C. Harold (6/24/97)
Watkins Condominium Association

Judith D. Arnold 6/24/97
Neighbors, Inc.

Anthony Janicola 6/23/97
President
Plan Takoma, Inc.

